

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 30	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W58RGZ-04-R-0651	
6. Solicitation Issue Date 2004OCT06		7. For Solicitation Information Call:		A. Name VIVIAN ANDERSON		B. Telephone Number (No Collect Calls) (256) 955-9228	
8. Offer Due Date/Local Time 2004NOV08 03:00pm		9. Issued By Code W58RGZ US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-T REDSTONE ARSENAL AL 35898-5280		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336412 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA1 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. Discount Terms		15. Deliver To Code SEE SCHEDULE		16. Administered By Code		17. Contractor/Offeror Code Facility	
18a. Payment Will Be Made By Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)	
21. Quantity		22. Unit		23. Unit Price		24. Amount	
25. Accounting And Appropriation Data				26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> 29. Award Of Contract: Ref. Offer Dated. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 2 of 30
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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.			
(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:			
(1) Furnished as an attachment to its offer; or			
(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;			
(3) Furnished upon receipt of a specific request for the information from the contracting officer.			
(End of Clause)			

2 52.233-4000 AMC-LEVEL PROTEST PROGRAM OCT/1996

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:\(insert 2 forward slashes\)www.amc.army.mil/amc/command_counsel/protest/protest.html](http://(insert 2 forward slashes)www.amc.army.mil/amc/command_counsel/protest/protest.html)
(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

A-3 This is an indefinite delivery indefinite quantity (IDIQ) contract for items to be acquired for a potential five-year period. Funds will be obligated upon the issuance of each delivery order. The Government will only be obligated to order the stated minimum quantity for Ordering Period One. The Government is not obligated to issue any additional orders against the resultant contract. The Government reserves the right to unilaterally issue delivery orders as many times as necessary up to the maximum quantity for the entire contract.

A-4 The Government has segregated the potential quantities into five ordering periods; however, this does not preclude exercising its rights under FAR 52.216-19 by ordering the maximum quantity specified in FAR 52.216-19(B)(1)at any time during the indefinite quantity period.

A-5 This solicitation is for the supplies as detailed on the following pages. Offerors are cautioned to insure that offers are provided on all quantity for all CLINs. The Government anticipates buying a quantity of items over the life of the contract; however, annual buys cannot be guaranteed. In no event shall the total contract quantities exceed 350 ea., for Part Number (P/N) 23076062. The Initial Minmum quantity is 70. The Maximum quantity is 350.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 30
	PIIN/SIIN W58RGZ-04-R-0651	MOD/AMD	
Name of Offeror or Contractor:			

ORDERING PERIOD 1 will be from date of contract award through day 365.

ORDERING PERIOD 2 will be from day 366 through day 730.

ORDERING PERIOD 3 will be from day 731 through day 1,095.

ORDERING PERIOD 4 will be from day 1,096 through day 1,460.

ORDERING PERIOD 5 will be from day 1,461 through day 1,825.

A-6 SOLICITATION W58RGZ-04-R-0651 SHOULD BE USED FOR ANY ADDITIONAL QUESTIONS/AND OR CORRESPONDENCE. OFFERORS ARE CAUTIONED TO ENSURE THAT THE REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR REQUIRED IN SECTION K ARE THOROUGHLY COMPLETED PRIOR TO SUBMISSION OFFER.

A-7 THIS REQUIREMENT IS RESTRICTED TO THE FOLLOWING COMPANIES:

Honeywell International (Cage Code 06848)	Rolls-Royce (Cage Code 63005)	Aviall Services, Inc.
717 North Bendix Drive	2001 S Tibbs Avenue Speed Code U 28	2750 Regent Boulevard
South Bend, IN 46620-1001	Indianapolis, IN 46241-4812	Dallas, TX 75261-9048

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 4 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>This is an Indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. The Government's minimum quantity to be awarded simultaneously with the award of the basic contract is 70 each. The Government's maximum quantity which may be awarded under this contract over five separate ordering periods is 350 each. Any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. The first ordering period is from date of award through day 365. Subsequent annual ordering periods are 365 days in length through day 1825. Estimated quantity to be procured within a certain period is specified at Clin Level. Please insert your Firm Fixed Unit Price for the 1st, 2nd, 3rd, 4th and 5th year in the spaces at each Clin. Funds shall be obligated by issuance of unilateral delivery orders and not by the contract itself.</p> <p>All references to F.O.B. Origin throughout this solicitation apply only to all quantities ordered after the first ordering period.</p> <p><u>APPROVED SOURCES</u> <u>CAGE</u></p> <p>Honeywell International 06848 Mfg. Name & Cage: _____ (Mfg. insert name & cage)</p> <p>Rolls-Royce Corp 63005 Mfg. Name & Cage: _____ (Mfg. insert name & cage)</p> <p>Aviall Services, Inc. 22819 Mfg. Name & Cage: _____ (Mfg. insert name & cage)</p> <p>(End of narrative A001)</p>				
0001	<p><u>PRODUCTION QUANTITY</u></p> <p>FSCM: 63005 PART NR: 23076062 SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>ORDERING PERIOD ONE</u></p>	70	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>PROGRAM YEAR: 1</div><div>NOUN: GOVERNOR,AIRCRAFT, TURBINE EN</div><div>PRON: AX4J0355AX</div><div>NSN: 2915-01-518-4167</div><div>ROLLS-ROYCE PART NO. 23076062 IS FURNISHED FOR REFERENCE ONLY.</div><div>HONEYWELL PART NO. 2549176-1 IS FURNISHED FOR REFERENCE ONLY.</div><div>BAR CODE MARKINGS ARE REQUIRED.</div><div>DD FORM(S) 250 ARE REQUIRED.</div><div>CONTRACTOR-FURNISHED REUSABLE CONTAINERS: NSN: 8110-00-254-5711, P/N: MS24347-8, CAP OPENINGS ARE REQUIRED. THE COST FOR THE REUSABLE CONTAINERS HAS BEEN AMORTIZED OVER THE UNIT PRICE FOR THE ITEM.</div><div>(End of narrative B001)</div><div>Description/Specs./Work Statement</div><div>TOP DRAWING NR: 23076062</div><div>Packaging and Marking</div><div>PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01 UNIT PACK: 001INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC REL CDMILSTRIPADDRSIG CDMARK FORTP CD 001 DEL REL CDQUANTITYDAYS AFTER AWARD 001700270</div><div>FOB POINT: Destination</div><div>SHIP TO: PARCEL POST ADDRESS (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</div></div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 6 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>ACCELERATED DELIVERY IS AUTHORIZED AT NO ADDITIONAL COST TO EITHER PARTY.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>FSCM: 63005 PART NR: 23076062 SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>ORDERING PERIOD TWO</u></p> <p>PROGRAM YEAR: 2 NOUN: GOVERNOR,AIRCRAFT, TURBINE EN</p> <p>PRON: AX4J0355AX NSN: 2915-01-518-4167</p> <p>ROLLS-ROYCE PART NO. 23076062 IS FURNISHED FOR REFERENCE ONLY.</p> <p>HONEYWELL PART NO. 2549176-1 IS FURNISHED FOR REFERENCE ONLY.</p> <p>BAR CODE MARKINGS ARE REQUIRED.</p> <p>DD FORM(S) 250 ARE REQUIRED.</p> <p>CONTRACTOR-FURNISHED REUSABLE CONTAINERS: NSN: 8110-00-254-5711, P/N: MS24347-8, CAP OPENINGS ARE REQUIRED. THE COST FOR THE REUSABLE CONTAINERS HAS BEEN AMORTIZED OVER THE UNIT PRICE FOR THE ITEM.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 23076062</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p>	70 (E)	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 70 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>ACCELERATED DELIVERY IS AUTHORIZED AT NO ADDITIONAL COST TO EITHER PARTY.</p> <p>(End of narrative F001)</p>				
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>FSCM: 63005 PART NR: 23076062 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>ORDERING PERIOD THREE</u></p> <p>PROGRAM YEAR: 3 NOUN: GOVERNOR,AIRCRAFT, TURBINE EN</p> <p>PRON: AX4J0355AX NSN: 2915-01-518-4167</p> <p>ROLLS-ROYCE PART NO. 23076062 IS FURNISHED FOR REFERENCE ONLY.</p> <p>HONEYWELL PART NO. 2549176-1 IS FURNISHED FOR REFERNCE ONLY.</p> <p>BAR CODE MARKINGS ARE REQUIRED.</p> <p>DD FORM(S) 250 ARE REQUIRED.</p>	70 (E)	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>CONTRACTOR-FURNISHED REUSABLE CONTAINERS: NSN: 8110-00-254-5711, P/N: MS24347-8, CAP OPENINGS ARE REQUIRED. THE COST FOR THE REUSABLE CONTAINERS HAS BEEN AMORTIZED OVER THE UNIT PRICE FOR THE ITEM.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 23076062</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 70 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>ACCELERATED DELIVERY IS AUTHORIZED AT NO ADDITIONAL COST TO EITHER PARTY.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u> FSCM: 63005 PART NR: 23076062 SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	<p>ORDERING PERIOD FOUR</p> <p>PROGRAM YEAR: 4 NOUN: GOVERNOR,AIRCRAFT, TURBINE EN</p> <p>PRON: AX4J0355AX NSN: 2915-01-518-4167</p> <p>ROLLS-ROYCE PART NO. 23076062 IS FURNISHED FOR REFERENCE ONLY.</p> <p>HONEYWELL PART NO. 2549176-1 IS FURNISHED FOR REFERENCE ONLY.</p> <p>BAR CODE MARKINGS ARE REQUIRED.</p> <p>DD FORM(S) 250 ARE REQUIRED.</p> <p>CONTRACTOR-FURNISHED REUSABLE CONTAINERS: NSN: 8110-00-254-5711, P/N: MS24347-8, CAP OPENINGS ARE REQUIRED. THE COST FOR THE REUSABLE CONTAINERS HAS BEEN AMORTIZED OVER THE UNIT PRICE FOR THE ITEM.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 23076062</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 70 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE</p>	70 (E)	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. ACCELERATED DELIVERY IS AUTHORIZED AT NO ADDITIONAL COST TO EITHER PARTY. (End of narrative F001)				
0005	<u>PRODUCTION QUANTITY</u> FSCM: 63005 PART NR: 23076062 SECURITY CLASS: Unclassified				
0005AA	<u>ORDERING PERIOD FIVE</u> PROGRAM YEAR: 5 NOUN: GOVERNOR,AIRCRAFT, TURBINE EN PRON: AX4J0355AX NSN: 2915-01-518-4167 ROLLS-ROYCE PART NO. 23076062 IS FURNISHED FOR REFERENCE ONLY. HONEYWELL PART NO. 2549176-1 IS FURNISHED FOR REFERNCE ONLY. BAR CODE MARKINGS ARE REQUIRED. DD FORM(S) 250 ARE REQUIRED. CONTRACTOR-FURNISHED REUSABLE CONTAINERS: NSN: 8110-00-254-5711, P/N: MS24347-8, CAP OPENINGS ARE REQUIRED. THE COST FOR THE REUSABLE CONTAINERS HAS BEEN AMORTIZED OVER THE UNIT PRICE FOR THE ITEM. (End of narrative B001) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 23076062 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01	70 (E)	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>UNIT PACK: 001INTERMEDIATE PACK: 000</div> <div>LEVEL PRESERVATION: Military</div> <div>LEVEL PACKING: A</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001700270</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED BY THE</div> <div>GOVERNMENT 30 DAYS PRIOR TO THE</div> <div>SCHEDULED DELIVERY DATE FOR ITEMS</div> <div>REQUIRED UNDER THIS REQUISITION.</div> <div>ACCELERATED DELIVERY IS AUTHORIZED AT NO ADDITIONAL</div> <div>COST TO EITHER PARTY.</div> <div>(End of narrative F001)</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 30
	PIIN/SIIN W58RGZ-04-R-0651	MOD/AMD	

Name of Offeror or Contractor:

PACKAGING AND MARKING

Regulatory Cite	Title	Date
1 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.		

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 13 of 30
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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002, (International Organization for Standardization (ISO) 9002) in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

4	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996
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(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

(End of clause)

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN (applicable only to option quantity)	JUN/1988
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD</p>	<p style="text-align: center;">Page 15 of 30</p>
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Name of Offeror or Contractor:

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203- 3	GRATUITIES	APR/1984
2	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
3	52.212- 1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
4	52.212- 4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2003
5	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
6	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
7	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
8	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	JUN/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (Aug 1996)(31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_____X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (If the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

_____ (4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, Section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I (Mar 1999) of 52.219-5.

_____ (iii) Alternate II (Jun 2003) of 52.219-5.

_____ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6

_____ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

_____X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3));

_____X (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

_____ (ii) Alternate I (Oct 2001) of 52.219-9.

_____ (iii) Alternate II (Oct 2001) of 52.219-9.

_____ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

_____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I (Jun 2003) of 52.219-23

_____ (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 16 of 30
--------------------	---	---------------

Name of Offeror or Contractor:

- (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).
- _____ (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).
- _____ (13) 52.219-27, Notice of Total Service - Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _____X (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- _____X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- _____ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _____X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- _____X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _____X (19) 52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998) (29 U.S.C. 793).
- _____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _____ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962 (i)(2)(C)).
- _____ (22) 52.225-1, Buy American Act -- Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- _____ (23)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub L. 108-77, 108-78).
- _____ (ii) Alternate I (Jan 2004) of 52.225-3.
- _____ (iii) Alternate II (Jan 2004) of 52.225-3.
- _____X (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _____ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- _____ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- _____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contract Registration (Oct 2003) (31 U.S.C. 3332).
- _____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- _____ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- _____ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _____ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- _____ (ii) Alternate I (Apr 1984) of 52.247-64.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 17 of 30
Name of Offeror or Contractor:		

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- _____ (1) 52.222-41, Service Contract Act of 1965, As amended (May 1989) (41 U.S.C. 351, et seq.)
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

- X (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- X (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (iv) 52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items, a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 18 of 30
Name of Offeror or Contractor:		

9 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through day 1825.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

10 52.216-19 ORDER LIMITATIONS OCT/1995

(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than 25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 350;

(2) Any order for a combination of items in excess of 350;or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

11 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final shipment of the last ordering period.

(END OF CLAUSE)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 19 of 30
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Name of Offeror or Contractor:

12 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____ ☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

_____ ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637)

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note.)

_____ ☒ 252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582)

_____ ☒ 252.225-7012 Preference for Certain Domestic Commodities (Jun 2004) (10 U.S.C. 2533a).

_____ ☒ 252.225-7014 Preference for Domestic Specialty Metals (Apr 2003) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Apr 2003)
(__ Alternate I) (Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (Jun 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779)

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755)

_____ ☒ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004) (__ Alternate I)
(Jan 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small
Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

_____ ☒ 252.227-7015 Technical Data - Commercial Items (Nov 1995) (10 U.S.C. 2320)

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321)

_____ 252.232-7003 Electronic Submission of Payment Requests (Dec 2003)(10 U.S.C. 2227).

_____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

_____ ☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II)
(Mar 2000) (10 U.S.C. 2631).

_____ 252.247-7023 Transportation of Supplies by Sea (May 2002) (____ Alternate III) (May 2002) (____ Alternate II)
(Mar 2000) (10 U.S.C. 2631).

_____ ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items clause of this contract, (Federal Acquisition Regulation 52.212-5), the Contractor shall include the

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 30
	PIIN/SIIN W58RGZ-04-R-0651	MOD/AMD	

Name of Offeror or Contractor:

terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a)
- ☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631)
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 30
	PIIN/SIIN W58RGZ-04-R-0651	MOD/AMD	

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PACKAGING REQUIREMENTS	24-AUG-2004	002	MAIL

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIN/SIIN W58RGZ-04-R-0651 MOD/AMD</p>	<p style="text-align: right;">Page 22 of 30</p>
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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

(a) Definitions. As used in this provision:

Emerging small business means a small business concern, whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 30****PIIN/SIIN** W58RGZ-04-R-0651**MOD/AMD****Name of Offeror or Contractor:**

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN)

_____ TIN: _____

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt)

_____ Corporate entity (tax-exempt)

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(5) Common Parent.

_____ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 24 of 30
Name of Offeror or Contractor:		

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it _____ is, _____ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it is _____ a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it _____ is, _____ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

<u>Number of Employees</u>		<u>Average Annual Gross Revenue</u>	
_____ 50 or fewer		_____ \$1 million or less	
_____ 51 - 100	_____ \$1,000,001 - \$2 million		
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million		
_____ 251 - 500	_____ \$3,500,001 - \$5 million		
_____ 501 - 750	_____ \$5,000,001 - \$10 million		
_____ 751 - 1,000		_____ \$01,000,001 - \$17 million	
_____ over 1,000	_____ over \$17 million		

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either --

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD</p>	<p style="text-align: center;">Page 25 of 30</p>
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Name of Offeror or Contractor:

representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that --

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous Contracts and Compliance. The offeror represents that --

- (i) It _____ has, _____ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It _____ has, _____ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

- (i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD</p>	<p align="center">Page 26 of 30</p>
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Name of Offeror or Contractor: _____

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) clause 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies the the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD </p>	<p style="text-align: center;">Page 27 of 30</p>
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Name of Offeror or Contractor:

basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

Canadian End Products

Line Item No.: _____

(List as necessary)

(3) Buy American Act--Free Trade Agreement--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated countrny, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ____ Are, ____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ____ Have, ____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD</p>	<p align="center">Page 28 of 30</p>
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Name of Offeror or Contractor:

of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126) (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

-1-

Listed Countries of Origin

-2-

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

2 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0651 MOD/AMD	Page 29 of 30
Name of Offeror or Contractor:		

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
2	52.215-4007	EVALUATION FOR AWARD (USAAMCOM)	OCT/1992

Bids/offers shall be evaluated and award made to the responsive, responsible offeror whose offer represents the lowest overall cost to the Government.

(End of Provision)

M-4 EVALUATION OF INDEFINITE QUANTITY PRICING

The Government will evaluate offers for award purposes by multiplying the estimated quantity of each clin by the unit price for that clin. Clin totals will be added together to obtain a total price. Evaluation of quantities in this manner will not obligate the Government to order the estimated quantities or to distribute orders in the manner evaluated.

The Government may reject a proposal as unacceptable if it is materially unbalanced as to prices offered for items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

*** END OF NARRATIVE M 001 ***